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**12-12355**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

**IN RE:**

**Elias Y. Freij and Obdulia M. Freij,**

**Debtors.**

**Nationstar Mortgage LLC,**

**Movant,**

**vs.**

**Elias Y. Freij and Obdulia M. Freij, Debtors; Office  
of the U.S. Trustee, Trustee.**

**Respondents.**

**No. 4:12-bk-10829-EWH**

**Chapter 11**

**STIPULATION REGARDING  
PLAN TREATMENT AND TO VALUATE  
THE FIRST LIEN ENCUMBERING REAL  
PROPERTY LOCATED AT  
1468 E. WEDWICK STREET  
TUCSON, AZ 85706**

**IT IS HEREBY STIPULATED by and between the parties herein, through counsel  
undersigned, and Debtors in Possession (hereinafter "Debtors"), that the property generally described  
as 1468 E. Wedwick Street, Tucson, AZ 85706 and legally described as:**

1 Lot 11, of ARROYO VISTA, according to the Plat of Record in the Office of the County  
Recorder of Pima County, Arizona Recorded in Book 56 of Maps, Page 57

2 (“Subject Property herein”), shall be treated as follows:

3 Commencing on the first day of the first month after the Order Confirming Plan has been  
4 granted, the Debtors will make payments on the reduced value amount of \$58,000.00. The interest  
5 rate is to be fixed at 5.25% and the payments will be comprised of principle, interest, and escrow.  
6 The loan will be re-amortized over 30 years.  
7

8 There is currently post petition escrow advances owed on the loan in the amount of \$3,181.20  
9 through May 9, 2013. Debtors have agreed to cure the \$3,181.20 over (6) six months beginning on  
10 the first day of the first month after the Order Confirming Plan has been granted. Payments one  
11 through six (1-6) in the amount of \$530.20 shall be in addition to the regular monthly payments. In  
12 the event that Movant must advance escrow after the escrow advance analysis performed on May 9,  
13 2013, the Debtors agree to repay any escrow advance in addition to the above.  
14

15 All other terms and conditions of the original Note and Mortgage, including the default  
16 provisions, shall remain in full force and effect.

17 If the Debtors fail' to tender the payments as required under this Stipulation, then Movant  
18 shall provide written notice to Debtors at 9121 E. Tanque Verde Rd. #105 or such other address  
19 subsequently provided by Debtors to the Movant's counsel at the undersigned address, and if the  
20 default occurs while the above-captioned bankruptcy proceeding remains active, to the Debtors'  
21 counsel at 110 South Church Avenue Suite 2270 Tucson, AZ 85701, indicating the nature of the  
22 default. If the Debtor fails to cure the default with certified funds after the passage of fifteen (15)  
23 calendar days from the date said written notice is received by the Debtors and Debtors' counsel if  
24  
25  
26

1 applicable, then Movant shall have immediate relief from the Automatic Stay of §362 of the  
2 Bankruptcy Code.

3 This Stipulation shall be subject to Bankruptcy Court approval.

4 This Stipulation shall be incorporated into Debtors' confirmed Chapter 11 Plan, and may not  
5 be altered in any way by subsequently amended and/or filed Amended Chapter 11 Plan or Amended  
6 Disclosure Statement, if any.

7 The Debtors hereby waive objections to Movant's claims in regard to the Subject property for  
8 all purposes besides accounting for the respective claims.

9 The agreements contained in this Stipulation shall be binding for purposes of the treatment of  
10 the Subject Property in Debtors' confirmed Chapter 11 Plan, unless otherwise stipulated writing.

11 In the event this case is converted to a Chapter 7, Chapter 13 or dismissed, this Stipulation  
12 shall be deemed void and unenforceable.  
13  
14

15 SO STIPULATED:

16 Dated: 6/13/13

17 BY: 

Leonard McDonald, Esq.  
Attorney for Movant

18  
19 Dated: \_\_\_\_\_

20 BY: /s/: Eric Slocum Sparks w/ permission  
Eric Slocum Sparks, Esq.  
Attorney for Debtors-in-Possession  
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23  
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